

13585. Adulteration and misbranding of prepared mustard. U. S. v. Knadler & Lucas. Plea of guilty. Fine, \$25. (F. & D. No. 17143. I. S. No. 8179-t.)

On April 11, 1923, the United States attorney for the Western District of Kentucky, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against Knadler & Lucas, a corporation, Louisville, Ky., alleging shipment by said company, in violation of the food and drugs act as amended, on or about December 1, 1921, from the State of Kentucky into the State of South Carolina, of a quantity of prepared mustard which was adulterated and misbranded. The article was labeled in part: (Jar) "Prepared Mustard Contents Net Weight 9 Oz. Avd. Knadler & Lucas Incorporated Louisville, Ky."

Analysis of a sample of the article by the Bureau of Chemistry of this department showed that it contained added mustard hulls. Examination of 5 jars by said bureau showed an average net weight of 8.4 ounces.

Adulteration of the article was alleged in the information for the reason that a substance, to wit, mustard hulls, had been mixed and packed therewith so as to lower and reduce and injuriously affect its quality and strength and for the further reason that an excessive amount of mustard hulls had been substituted for prepared mustard, which the article purported to be.

Misbranding was alleged for the reason that the statements, to wit, "Prepared Mustard" and "Contents Net Weight 9 Oz. Avd.," borne on the labels attached to the jars containing the article, were false and misleading, in that the said statements represented that the article consisted wholly of prepared mustard and that each of the said jars contained 9 ounces net weight thereof, and for the further reason that it was labeled as aforesaid so as to deceive and mislead the purchaser into the belief that it consisted wholly of prepared mustard and that each of the said jars contained 9 ounces net weight thereof, whereas it did not consist wholly of prepared mustard but did consist of a product which contained an excessive amount of mustard hulls, and each of said jars did not contain 9 ounces of the article but did contain a less amount. Misbranding was alleged for the further reason that the article was food in package form and the quantity of the contents was not plainly and conspicuously marked on the outside of the package.

On March 10, 1925, a plea of guilty to the information was entered on behalf of the defendant company, and the court imposed a fine of \$25.

R. W. DUNLAP, *Acting Secretary of Agriculture.*

13586. Adulteration and misbranding of tankage. U. S. v. Standard By-Products Co. Plea of guilty. Fine, \$50. (F. & D. No. 19258. I. S. No. 9106-v.)

On January 22, 1925, the United States attorney for the Western District of Kentucky, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against the Standard By-Products Co., a corporation, Louisville, Ky., alleging shipment by said company, in violation of the food and drugs act as amended, on or about September 21, 1923, from the State of Kentucky into the State of Indiana, of a quantity of tankage which was adulterated and misbranded. The article was contained in unlabeled sacks and was invoiced as "Feeding Tankage 50%."

Analysis of a sample of the article by the Bureau of Chemistry of this department showed that it contained 40.56 per cent of protein.

Adulteration of the article was alleged in the information for the reason that a product deficient in protein had been mixed and packed therewith so as to reduce and lower and injuriously affect its quality and strength and had been substituted for feeding tankage having a protein content of 50 per cent, which the said article purported to be.

Misbranding was alleged for the reason that the article was an imitation of and was offered for sale under the distinctive name of another article, to wit, feeding tankage 50%, that is, an article having a protein content of 50 per cent, and for the further reason that it was food in package form and the quantity of the contents was not plainly and conspicuously marked on the outside of the package.

On March 26, 1925, a plea of guilty to the information was entered on behalf of the defendant company, and the court imposed a fine of \$50.

R. W. DUNLAP, *Acting Secretary of Agriculture.*